Case 20-14201-pmm Doc 100 Filed 06/29/21 Entered 06/29/21 13:56:27 Desc Main Document Page 1 of 42

Maryland and Virginia Milk Producers Coop. Assn., Inc.

06/18/2021

20-14201

***10,451

56

***10,451

56

LARRY L. WISSER 8149 BAUSCH ROAD NEW TRIPOLI PA 18066 **Direct Deposit Advice**

Direct Payment: XXXXXXXX9001

| LARRY I | L. WIS | SSER | | | | | | | | <u>.</u> | | | 32913-1 |
|-------------|-----------|------------|--------|--------------|------------|-------------|-----------|-----------------|----------------|---------------|-------------|--------------|--------------|
| May 2021 Fi | inal Pa | ayroll | | | | | | | | <u>Pounds</u> | Rate | <u>Month</u> | Year To Date |
| FO 1 3.59 | | | | 17.94 | | | 3 | PPD @Loc | | 108,234 | -1.0200 | -1,103.99 | -2,609.97 |
| MdVa 3.5% | % Blen | nd Pric | е | 17.04 | | | | Butterfat | 4.29 | 4.643 | 1.9851 | 9,216.82 | |
| Your Gross | s Price | e at Te | est | 19.04 | YTE | | | Protein | 3.27 | 3,539 | 3.1307 | 11,079.55 | |
| Pounds De | elivere | d | 10 | 08,234 | 467, | | | Other Solids | 5.72 | 6,191 | 0.4645 | 2,875.72 | |
| Average D | • | | | 3,491 | | | | Programs & Mai | rketing | | | -974.11 | -4,145.84 |
| | 966 1 | _ | 0 | 21st | 0 |) | | Quality Premiun | ns / Penalties | | | -489.76 | -1,513.55 |
| 2nd | | 2th | 0 | 22nd | 9,915 | | | Excess Lbs Ove | | 0 | -2.7500 | 0.00 | 0.00 |
| 3rd | ~ | 3th | 10,067 | 23rd | 0 | | | Net of Programs | | | -1.3525 | -1,463.87 | |
| | 848 1 | | 0 | 24th | 0 | | | - | | | | | |
| 5th | ٠,١ | 5th | 0 | 25th | 9,612 | | | | | | | | |
| 6th | ٠, | 6th | 9,898 | 26th | 0 | | | | | | | | |
| | | 7th 8th | 0 | 27th 28th | 0 9,612 | | | Gross Value | | | | 20,604.23 | 84,830,41 |
| 8th 9th | ~ | 9th | 10.000 | 29th | 9,612 | | | | | | | 1657 | |
| | 118 2 | | 10,000 | 30th | 0 | | | | | | | | |
| 10, | ''" - | .0 | | 31st | 9.047 | | | Less Advance | | | | 7.733.13 | 0 |
| Premiums | and D | lanalti | Ae: | Rate/CWT | | l Amt | YTD Amt | Less Hauling | | | | 1,515,89 | 6,499.37 |
| Quality Pre | | | | -0.4525 | | 189.76 | -1.513.55 | Less Assignmen | its | | | 903.65 | 4,121.56 |
| County i To | 111101117 | i ella | •9 | -0.4323 | | 103.70 | -1,010.00 | Net Earnin | | | | 10,451.56 | 74,209,48 |
| | | | | | _ | 100.70 | 4.540.55 | 1101 ======= | .5- | | | , | .,, |
| | Tota | l Amo | unt | | | 189.76 | -1,513.55 | | | | | | |
| RPTS091MV | | | | | | Assen | - | Destination | | | | | |
| | | | | | | <u>Char</u> | | Charges | | | <u>Tota</u> | al Amount | Year To Date |
| TRANS | PORT | ATIO | N CHAR | GES | _ | 383 | .76 | 1,132.13 | | | | 1,515.89 | 6,499.37 |
| Assign | nee | | | | | | | Per CWT | Base Amt | | Tota | el Amount | Year To Date |
| | | ONAL | DAIDV | PROMO & | BESE | ARC | | 0.0500 | 54.12 | | | 54.12 | 233.86 |
| | | | G EXPE | | . 1202 | | | 0.000 | 481.54 | | | 481.54 | 2,297.51 |
| | | | | UCERS | | | | 0.1000 | 108.23 | | | 108.23 | 467.71 |
| 30615 | | | | | | | | 0.0400 | 43.29 | | | 43,29 | 187.07 |
| 90034 | | | | | | | | 0.2000 | 216.47 | | | 216,47 | 935.41 |
| | Tot | tal Am | ount | | | | | | | | | 903.65 | 4,121.56 |

Case 20-14201-pmm Entered 06/29/21 13:56:27 Desc Main Document Page 2 of 42 pis is all we got to spend / NC Bank gare us 202, 972, 13 When we should haveget 46500,00 Bruce Brown took 255,000 Whitdid Bruce do with it New Tigoli Bank Said it you would have got 465,00,00 stool check & just get what you need, Watch was 100,00,00 yet are project was the poo, or you would have all of this Mess This is all Bruce Brown doing. Druce gave us 79,00,00 Just to

Case 20-14201-pmm Doc 100 Filed 06/29/21 Entered 06/29/21 13:56:27 Desc Main Document Page 3 of 42 Spend, Bruce sat down at are table and wrote out 39,00,00 sin bills and gaverne 40,00,00 for cows. That's all we got and Bruce Brown was sopose to give us 00,00,00 and only like NDaid 7900,00 The thing is ONC Bank & Bruce Brown never care out to the Farm to sign papers of docketmentive when to records of deede and wedon't sign 465,00,00 200,000 90,00,00 St 30,00,00 The Only

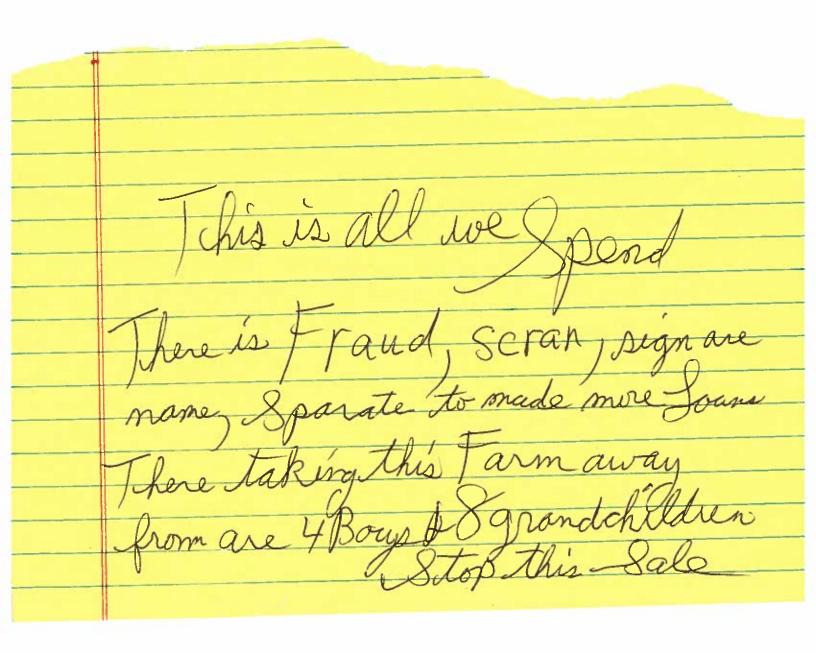
Page 4 of 42 Document Sparate One we signwas 150,00, Which Brown ripe out of 20,00,00 and made a Soan af 150,00,00 and 50,00,00 was left and made a \$0,00 loan then he had 10,00,00 of Bruce sit down at are table and wrote out Bruce took are

Land presvattor and

put it in Blue Baell and Quarter

The BBT + Fulton Bank dollares

Where isit now Scrad money in Banks Fraud saidhe Payed the milk tank, Took Robert Molto money and didn't have a lean on those cows. Bruce spectros money to make



/21 Entered 06/29/21 13:56:27 Page 6 of 42 Filed 06/29/21 Document Pag Case 20-14201-pmm Desc Main Doc 100 DIFFOCE AND OTHER HER AME RECENDEN FOR DEPORTE STATE OF THE MONECOLOGY THAY IS A CTIMETROM COOK IND ANALYSE COLLECTION ACRETICAL. actly downgamed I get out the have all the checker Search Destrop Acct#: 1006354100 Fost 32 Thestamp: CASS-2016 13 · 阿里里 SCA GRACE 3EP Ast:232,972,13 CHILLY, PROPRESSED SUBTOTAL P CASH X 日日 人 Chapter Chapte 1000 3 7 E 100 m Ľ CATHLEEN R. WISSER refer tokens diletal at the higher by #03 130 299 ?! TO BE USED FOR DEPOSIT TARABACTIONS ONLY

1-800-862-6200

Call Citizens' PhoneBank anytime for account information, current rates and answers to your questions.

Commercial Account Statement

Beginning November 01, 2008 through November 30, 2008

US059 BR627

FARM SERVICE AGENCY CATHLEEN R WISSER 1238 COUNTY WELFARE RD STE 240 19533 LEESPORT PA

COUNTY FBA Butwhatabout Bruce could sit down at my

Commercial Checking -

SUMMARY

Balance Calculation

Previous Balance

Checks

Debits

Deposits & Credits Turrent Balanca

90,000.00

79,406.14 - 14

FARM SERVICE AGENCY CATHLEEN R WISSER **Municipal Checking** 622126-808-0

DEC 0 8 5008

Previous Balance

90,000,00

Total Checks 79,406.14

Corrent Balance 19,593.86

TRANSACTION DETAILS

Chacks* There is a break in check sequence

Check 2

chese are the Checks Bruce + amy + me

at my table and wrote out. Daily Balance

Date

Balance

11/25

Balance 50,593.86 Date 11/26

Rafante 10,593.86

NEWS FROM CITIZENS

--Give Help. Give Hope. Be Inspired. Please join us in saluting our new Champions in Action at citizensbank.com/community.

Brue took 10, along at all of them up total

Case 20/14291-point Doc 100, Filed 06/29/24 Entered 06/29/21 13:56:27

Const Line 1996 14,00,00 Just 40:30 1200, 2010 Loan 44-01 closed 11/10/2004 - \$150,000 approved as follows: \$14,000 to purchase cows \$6,000 tractor repair \$130,000 to refinance Blye Ball Bank The following advances were made via paper check payable to Cathleen R. Wisser: 11/1/200/4 - \$99,000 11/10/2/004 - \$50,999 Luan 41-02 closed 8/8/2005 - \$200,000 approved for construction of new dairy barn. National Bank financed purchase of milking parlor, remainder of barn Union construction and purchase of additional cows. The following advances were made to a Union Nat'l supervised bank account: 9/15/2005 - \$1 9/21/2005 - \$248,880.43, funds from Union Nat'l Bank 10/28/2005 - \$75,000 12/14/2005 - \$50,000 Loan 44-03 closed 12/21/2006 - S heifers/cows d ask The following advances were sent to a Citizen's Bank sup = 12/26/2006 - SI 3/30/20<u>0</u>7 - \$39,999 *0* } Loan 44-64 was a result of restructuring 44-01 on 12/21/2006 Loan 41-05 was a result of restructuring 41-02 on 12/21/2006 Loan 44-06 closed on 18/29/2008, \$90,000 approved as follows: \$60,000 to purelyase 30 cows . \$30,000 to refrance d The following advances were sent to a Citizen's Bank supervised bank account: 10/22/2008 - \$90,000 19.00,00 The following advances were sent to a Citizen's Bank supervised bank account: 7/3/2019 - \$30,000 Loan 41-08 was a result of restructuring 41-05 on 7/2/2010 Loun 44-09 was a result of restructuring 44-03 on 7/2/2010

Filed 06/29/21 Entered 06/29/21 13:56:27 Case 20-14201-pmm Doc 100 Desc Main Page 9 of 42 Document

, FSA-2028 (04-08-10)

- 13. Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by the Borrower to the Government without demand.
- 14. Every payment made on any indebtedness evidenced by this note shall be applied according to priorities set in 7 CFR Part 765, or
- 15. Prepayment of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of the Borrower to pay the remaining installments as scheduled in this note.
- 16. Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, the Borrower will operate such property as a farm.
- 17. If "Debt Write Down," "Cansolidation," "Rescheduling," or "Reamortization" is indicated in Item 9, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of, the unpaid principal and interest on the following described notes or

| (a) FUND CÓDE/ LOAN NO. | (b) FACH AMOUNT | (a) INTEREST RATE | (d) DATE (MM-DD-YYYY) | (0) ORIGINAL BORROWER | LAST INSTALL. |
|-------------------------------|--------------------|----------------------|-----------------------------|--------------------------------------|----------------------------|
| 44-06 | \$ 90,000.00 | 3.7500 % | 10/29/2008 | CATHLEEN R WISSER LARRY L. WISSER | (MM-DD-TYTT) 10/29/2015 |
| Sat | ship u | A Charles | weg | to out 39 +0 | we |
| ma | 5 7/0 0 | Luker | outh | dool with 9 | 10,00 soll |

- 18. Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidation, write down, rescheduling, or reamortization. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced
- 19. If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, the Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the

Farm and Foreign Agricultural Services



United States Department of Agriculture

JUL 2 1 2016

Farm Service Agency 7/19/2016

Jeffrey R. Boyd

Boyd & Karver, Attorneys and Counselors at Law

7 East Philadelphia Avenue Boyertown, PA 19512

Berks County Farm Service Agency 1238 County Welfare Leesport, PA 19533-

Road 9710

810-478-7158/Ext# 2 855-822-1791- Fax

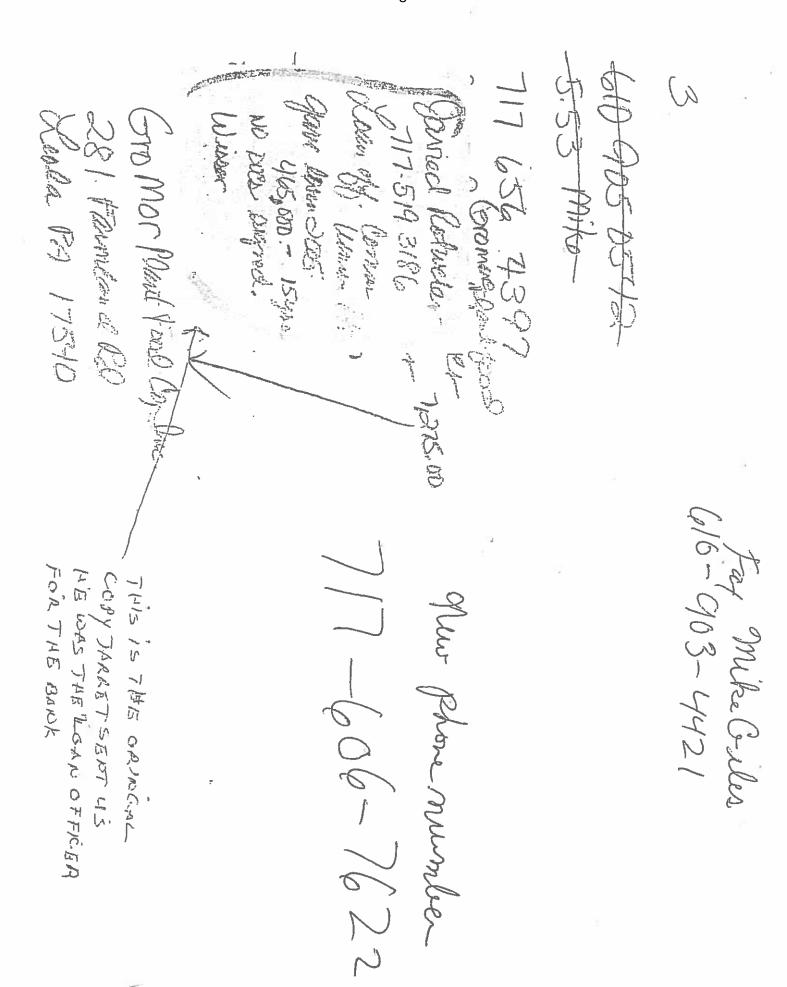
Dear Mr. Jeffery R. Boyd,

In response to your request, please see the attached summary and documentation of the loans and advancements made for Larry & Cathleen Wisser of 8149 Bausch Road, New Tripoli, PA.

If you have any questions, feel free to contact me at 610-478-7158, ext. 2.

Sincerely,

Farm Loan Manager



Case 20-14201-pmm Doc 100 Filed 06/29/21 Entered 06/29/21 13:56:27 Desc Main dcument Page 12 of 42 UNION NATIONAL COMMUNITY BANK References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or fram.

Any item above containing **** has been omitted due to text langue limitations. Union National Community Bank Londers HACC Gold Cate 1625 Old Philadelphia Piks Larry L Wisser Cathleen R Wisser 8149 Bausch Road Borrowers Languager, PA 17802 8149 Bausch Road New Tripoll, PA 18056

Date of Mote: June 1, 2006 Principal Amount: 6465,000.00 C Mirurity Date: June 5, 2096 PROMISE TO PAY. Larry L Wisser and Cathleen R Waser/Barrower'l Jointy and severally promise to pay to Union National Community Bank ("Lander"), or order, in lawful money of the United States of America, the principal amount of Four Hundred Staty five Thousand & 00/100 Dollers (9465,000.00), together with interest on the unpeld principal balance from June 1, 2008, until paid in full.

PAYMENT. Subject to any payment changes resulting from danges in the Index, Borrower will pay this loan in accordance with the following payment schedulat 80 monthly consecutive principal and interest payments in the Index Borrower will pay this loan in accordance with the following payment schedulat 80 monthly consecutive principal and interest payments in the Initial amount of \$3,708.32 such, beginning July \$5,2006, per annum; 173 monthly consecutive principal and interest payments in the Initial amount of \$4,125.18 such, beginning July \$5,2011, with interest scientated at the unpaid principal balances at Interest rate based on the Wall Street Journal Prince Rate (currently \$1,000 the amount of \$1,000 percentage points, resulting in an initial interest rate based on the Wall Street Journal Prince Pate fourierty \$1,000 the armstin of 1,000 percentage points, resulting balances at an interest rate based on the Wall Street Journal Prince Pate fourierty \$1,000 the armstin of 1,000 percentage points, resulting balances at an interest rate based on the Wall Street Journal Prince Pate fourierty \$1,000 the armstin of 1,000 percentage points, resulting balances at an interest rate based on the Wall Street Journal Prince Pate fourierty \$1,000 the armstin of 1,000 percentage points, resulting the annual interest rate based on the table and account of the same and the first payments will be made security as of 9,000 the mode security security security and the index does not change; the same impaid interest rate bary and the payments will be applied first to any accrued any other unpaid amounts under this Nors. Unless otherwise agreed or required by applicable jaw, payments will be applied first to any accrued any other unpaid amounts under this Nors. Unless otherwise agreed or required by applicable jaw, payments will be applied by the outstanding principal balence, multiplied by the accusal number of days the principal balence is autstanding. Borrower will pay Londer at Lander's eddress shown above of stream other place

which is the Wall Street Journal Prime Rate inthe "Index"). The index is subject to change from time to time based on changes in an independent index which is the Wall Street Journal Prime Rate inthe "Index"). The index is not necessarily the lowest rate charged by Lander on its loans. If the which is the Wall Street Journal Prime Rate inthe "Index"). The index is not necessarily the lowest rate charged by Lander on its loans. If the which is the Wall Street Journal Prime Rate inthe "Index". Lender may designate a substitute index riser notifying Borrower. Lender will tall index becomes unavailable during the term of this loan, Lender may designate a substitute index riser notifying Borrower. Lender will tall index becomes unavailable during the term of the cours more often than each month, on the first day Borrower understands that Lender may make loans based on other rates as well. The index outrainties \$2,000% per summer. The interest rate or rates as to be applied to the ungain principal belance during this Note will be the rate or rates set forth herein in the "Payment". The interest rate or rates are or rates as to be applied to the ungain of this Note, situr the first payment etterm, NOTICE; Under no circumstances will the interest rate on the Note be less then 8,750% per summ or more than (axcept for any higher defeut rate shown below) the lesser of 18,000% per summ or the Note be less then 8,750% per summ or more than (axcept for any higher defeut rate, Londer, at its option, may do one or more of the neximum rate showed by applicable law. Whenever increases concur in the interest rate, Londer, at its option, may do one or more of the following: (A) increases Borrower's payments to ensure a number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increases Borrower's final payment.

PREPAYMENT PENALTY: MINIMUM INTEREST CHARGE, Borrower agrees that all loan fees and other propiel finance charges are samed fully property in the interest rate of the payment.

smount and increase Borrower's final payment.

PREPAYMENT PENALTY; MINIMUM INTEREST CHARGE, Borrower agrees that all loan fees and other prapaid finance charges are samed fully prepayment of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of defauld, susept as otherwise as of the data of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of defauld, susept as otherwise as of the data of the loan and will not be subject to refund upon early payment understands that Lander is emitted to charge of \$25.00. Upon prepayment of this Note, Lander is emitted to the following prepayment penalty: The Borrowers shall be permitted to charge of \$25.00. Upon prepayments of this Note, Lander is suited to a sun prepayment are not obtained from a landing institution. Except for the afternational, prepayments will be subject to a panelty squal to \$.00% of the amount prepaid during the first year; 4.00% of the amount prepaid during the first year; 4.00% of the amount prepaid during the first year; 4.00% of the amount prepaid during the first year; 4.00% of the amount prepaid during the second year; 3.00% of the amount prepaid during the second year; 3.00% of the amount prepaid during the first year; 4.00% of the amount prepaid during the form year; and programment year and programment of the sun programment

LATE CHARGE. If a payment is 16 days or more taxe, Borrower will be charged 10.000% of the regularly exheduled payment or \$20.00.

INTEREST AFTER DEFAULT. Upon default, impluding latters to pay upon final maturity, the interest rate on this Note shall be increased to 18.000% per shown ("Default Rate"). If judgment is empted in connection with this Note, interest will continue to accrue after the date of 18.000% per shown ("Default Rate."). If judgment is empted in connection with this Note, interest rate limitations under applicable law, judgment at the Default Rate. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEPAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fells to make any payment when due under this Note.

Other Defaults. Borrower talks to comply with or to parform any other term, obligation, government or condition contained in this Note or in any other parform any other term, obligation, government or condition contained in any other agreement any of the related documents or to comply with or to parform any term, obligation, government or condition contained in any other agreement between Lander and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lander by Borrower or on Borrower's behalf under this Note or the related documents is false or midseding in any material respect, either now or at the time made or furnished or becomes talse or misleading at any time thereafter.

Death or insolveney. The death of Sorrower or the dissolution or termination of Sorrower's existence as a going business, the insolveney Death or insolveney. The death of Sorrower, the appainment of a receiver for any part of Sorrower, any assignment for the benefit of creditors, any type of discrewer, the appainment of a receiver for any proceeding under any pankruptary or insolveney laws by or spainst Sorrower.

Creditor or Forfature Proceedings. Commencement of tereclasure or forfature proceedings, whether by judicial proceeding, soli-help, repossession or any other method, by any creditor of Sorrower or by any governmental agency against any collateral assuring the loan, repossession or any other method, by any creditor of Sorrower or by any governmental agency against any collateral assuring the loan. This includes a garnishment of any of Sorrower's accounts, including deposit accounts, with Lander, this Event of Default shell not apply if there is a good fairt dispute by Sorrower as to the validity or reasonableness of the claim which is the basis of the predictor or forfatture proceeding and if Sonrower gives Lander written horize of the creditor or forfatture proceeding and if Sonrower gives Lander written horize of the creditor or forfatture proceeding. In an amount determined by Lender, in its sola discretion, as being an adequate a surery bond for the discretion.

Events Affecting Guaranter. Any of the preceding events oppure with respect to any quaranter, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or of any of the indebtedness or any guaranter, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guarantey of the indebtedness evidenced by this Note. In the event of a death, Lender, at its disputes the validity of, or liability under, any guarantey of estate to assume unconditionally the obligations arising under the guarantey option, may, but that not be required to, premit the guarantey are setted to assume unconditionally the obligations arising under the guarantey in a meaning satisfactory to Lender, and, in doing so, ours any Event of Dafault.

Adverse Change. A material adverse change occurs in Sorrower's financial condition, or Lander believes the prospect of psyment or

Case 20-14201-pmm Doc 100 Filed 06/29/21 Entered 06/29/21 13:56:27 Desc Main Document Page 13 of 42 Parcel Identification Number: 5428715993141 RECORDATION REQUESTED BY: **Union National Community** Bank **HACC Gold Cafe** 1625 Old Philadelphia Pike Lancaster, PA 17602 WHEN RECORDED MAIL atlogal Community

LST 179 - 3075

1760

FOR RECORDER'S USE ONLY

Amount Secured Hereby:

\$465,000.00

THIS MORTGAGE dated June 1, 2006, is made and executed between Larry L Wisser and Cathleen R Wisser, whose address is 8149 Bausch Road, New Tripoll, PA 18066 (referred to below as "Grantor") and Union National Community Bank, whose address is 1625 Old Philadelphia Pike, Lancaster, PA 17602 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or anywise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Lehigh County, Commonwealth of Pennsylvania:

See Exhibit "A", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 8281 Holbens Valley Road, New Tripoll, PA 18066. The Real Property parcel identification number is 5428715993141.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$465,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

This Document Recorded 07/05/2006 12:57PM Doc Code: MTG

Doc 1d: 7351866 Receipt 8: 254423 Rec Fee: 57.00

Lehigh County, PA Recorder of Deeds Office



7351866 Page: 1 of 12 07/05/2006 12:57PM



MORN TORK

PROMISSORY NOTE

Merchel References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or Item.

Any item above containing **** has been omitted due to text length ilmitations.

Borrower:

Larry L Wisser Cathleen R Wisser 8149 Bausch Rosd New Tripoli, PA 18066

Lender:

Union National Community Bank HACO Gold Cafe 1626 Old Philadelphia Pike Lancaster, PA 17602

Principal Amount: \$465,000.00

Date of Note: June 1, 2006 Maturity Date: June 5, 2026

Inttula

PROMISE TO PAY. Larry L Wisser and Cathleen R Wisser ("Borrower") jointly and severally promise to pay to Union National Community Bank ("Lander"), or order, in lawful money of the United States of America, the principal amount of Four Hundred States Thousand & 00/100 Dollars (\$465,000.00), together with Interest on the unpaid principal balance from June 1, 2006, until paid in full.

Dollars (\$465,000.00), together with Interest on the unpaid principal balance from June 1, 2006, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the index, Borrower will pay this loan in accordance with the following payment schedule: 60 monthly consecutive principal and interest payments in the initial emount of \$3,708.32 each, beginning July 5, 2006, with interest calculated on the unpaid principal balances at an interest payments in the initial amount of \$4,125.18 each, beginning July 5, 2011, with interest calculated on the unpaid principal and interest payments in the initial amount of \$4,125.18 each, beginning July 5, 2011, with interest calculated on the unpaid principal and interest rate of \$0,000%; and one principal in an initial interest rate of \$0,000%; and one principal and interest payment of \$4,124.08 on June 5, 2026, with interest calculated on the unpaid principal halances at an interest rate of \$0,000%; and one principal and interest payment of \$4,124.08 on June 5, 2026, with interest calculated on the unpaid principal halances at an interest rate of \$0,000%. This estimated final payment is based on the assumption that all payments will be made exactly as in an initial interest rate of \$0,000%. This estimated final payment will be for all principal and accrued interest not yet paid, together with scheduled and that the index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs; and then to any late charges. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of \$60 days, multiplied by the outstanding principal balance, multiplied by the extual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address whom abov

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Well Street Journal Prime Rate (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the index becomes unevaliable during the term of this loan, Lender may designate a substitute index efter notifying Borrower. Lender will tell index becomes unevaliable during the term of this loan, Lender may designate a substitute index efter notifying Borrower. Lender will tell index becomes unevaliable during the term of this loan, Lender may designate a substitute index efter notifying Borrower. Lender will tell index becomes unevaliable during the lender may make loans based on other rates as well. The Index currently is 8.000% per annum. If interest rate or rates to be applied to the unpaid principal belance during this Note will be the rate or rates so the forth herein in the "Payment." In interest rate or rates to be applied to the unpaid principal belance during this Note will be the rate or rates so forth herein in the "Payment." Not withstanding any other provision of this Note, after the first payment stream, the Interest rate for each subsequent payment stream will be effective as of the last payment date of the just-ending payment stream. NOTICE: Under no circumstances will the interest rate on this Note be less than 0.780% per annum or more than (except for any higher default rate shown below) the lesser of 18.000% per annum or the following: (A) increase Borrower's payments to ensure Borrower's payments to cover according interest. (C) increase Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover according interest. (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's payment.

PREPAYMENT PENALTY: MINIMUM INTEREST CHARGE. Borrower screes that all loan fees and other prepaid finance charges in an in

PREPAYMENT PENALTY; MINIMUM INTEREST CHARGE. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), suept as otherwise required by law. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum Interest charge of \$25.00. Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: The Borrowers shall be permitted to prepay the loan at any time without penalty, provided funds used for such prepayments are not obtained from a landing institution. Except for the aforementioned, prepayments will be subject to a penalty equal to 5.00% of the amount prepaid during the first year; 4,00% of the amount prepaid during the second year; 3,00% of the amount prepaid during the first year; 4,00% of the amount prepaid during the first year; and 1,00% of the amount paid during the fifth year. Other than Borrower's obligation to pay any minimum interest charge and prepayment penalty, of the amount paid during the fifth year. Other than Borrower's obligation to pay any minimum interest charge and prepayment penalty. Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal befance due and may result in Borrower's meking fawer payments. Borrower agrees not to send Lander payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lander's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lander. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment

LATE CHARGE. If a payment is 16 days or more late, Borrower will be charged 10,000% of the regularly scheduled payment or 920,00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 18,000% per annum ("Default Rate"). If judgment is entered in connection with this Note, interest will continue to accrue after the date of judgment at the Default Rate. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower falls to make any payment when due under this Note.

Other Defaults. Borrower fells to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time-made or furnished or becomes false or misleading at any time thereafter.

Death or insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any essignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by Judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collecteral securing the loan. This includes a garnishment of any of Borrower's accounts, Including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, sursty, or accommodation party of any of the Indebtedness or any guarantor, endorser, sursty, or accommodation party dies or becomes incompatent, or revokes or disputes the validity of, or liability under, any guarantor of the indebtedness evidenced by this Note. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, ours any Event of Default.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impeired.

Cure Provisions. If any default, other than a default in payment is ourable and if Borrower has not been given a notice of a breach of the

CHANGE IN TERMS AGREEMENT

Loan Date Principal 08.01-2006 00-20-2026

lisitials. 985

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing ***** has been omitted due to text length limitations.

Borrower:

Larry L Wisser Cathleen R Wisser 8149 Bausch Road

New Tripoli, PA 18066-3614

Lender:

Ball A Rolf

1800 PM

Union National Community Bank HACC Gold Cafe 1625 Old Philadelphia Pike Lancaster, PA 17602

Principal Amount: \$424,548.96

Date of Agreement: August 5, 2010

Maturity Date: June 20, 2026

DESCRIPTION OF EXISTING INDEBTEDNESS. An Agricultural Term Loan dated June 1, 2006 in the original amount of \$465,000.00 with sixty (60) monthly principal and interest payments based on a fixed rate of 7.25% followed by one hundred eighty (180) monthly principal and Interest payments based on a variable rate of Wall Street Journal Prime plus 1.00% and a floor of 6.75% with a scheduled maturity date of June 20, 2028. A six (6) month interest only period was added with a Change in Terms Agreement dated July 30, 2008.

DESCRIPTION OF COLLATERAL. The loan shall continue to be secured by a 1st position mortgage dated June 1, 2006 and recorded July 5, 2006, DOC ID #7351866 against property located 8281 Holbens Valley Road, New Tripoll, Weisenberg Township, Lehigh County, PA from Larry L and Cathleen R Wisser to Lender.

DESCRIPTION OF CHANGE IN TERMS. There will be three (3) months interest only payments followed by thirty three (33) monthly principal and Interest payments at a fixed interest rate of 7,00% followed by one hundred fifty five (155) principal and interest payments at a variable interest rate of Wall Street Journal Prime Rate plus 1.50% with a floor of 7.00%.

PAYMENT. Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: 3 monthly consecutive interest payments, beginning August 20, 2010, with interest calculated on the unpaid principal balances using an interest rate of 7.000% per annum based on a year of 360 days; 33 monthly consecutive principal and interest payments in the initial amount of \$3,708.32 each, beginning November 20, 2010, with interest calculated on the unpaid principal balances using an interest rate of 7,000% per annum based on a year of 360 days; 154 monthly consecutive principal and interest payments in the initial amount of \$3,763.57 each, beginning August 20, 2013, with interest calculated on the unpaid principal balances using an interest rate based on the Wall Street Journal Prime Rate (currently 3.250%), plus a margin of 1.500 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 7.000% per annum based on a year of 360 days; and one principal and interest payment of \$3,762.81 on June 20, 2026, with interest calculated on the unpaid principal balances using an interest rate based on the Wall Street Journal Prime Rate (currently 3.250%), plus a margin of 1.500 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 7.000% per annum based on a year of 360 days. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts on this loan.

VARIABLE INTEREST RATE. The interest rate on this loan is subject to change from time to time based on changes in an independent index which is the Wall Street Journal Prime Rate (the "Index"). The index is not necessarily the lowest rate charged by Lander on its loans. If the index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each month. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 3.250% per annum. The Interest rate or rates to be applied to the unpeld principal balance during this loan will be the rate or rates set forth herein in the "Payment" section. Notwithstanding any other provision of this Agreement, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the last payment date of the just-ending payment stream. NOTICE: Under no circumstances will the interest rate on this loan be less than 7.000% per annum or more than (except for any higher default rate shown below) the lasser of 18.000% per annum or the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: [A] increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) Increase Borrower's payments to cover accruing interest, (C) Increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding, All interest payable under this loan is computed using this method.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not walve Lendar's right to strict performance of the obligation(s) as changed, nor obligate Lendar to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lander in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This walver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

PRIOR TO SIGNING THIS AGREEMENT, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

Harris Harris David San Maria (Seal)

CHANGE IN TERMS AGREEMENT

Prencipal Lean Data Materily 349/1548-95 08-03 2006 06-20-2026 5500 / St 1

Officer Dinas

References in the boxes above ere for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing "**** has been omitted due to text length limitations.

Borrower:

Larry L Wisser Cathleen R Wisser 8149 Bausch Road

New Tripoil, PA 18066-3614

Lender:

Union National Community Bank HACC Gold Cafe

1625 Old Philadelphia Pike Lancaster, PA 17602

Principal Amount: \$424,548.96

Date of Agreement: August 5, 2010

Maturity Date: June 20, 2026

DESCRIPTION OF EXISTING INDEBTEDNESS. An Agricultural Term Loan dated June 1, 2006 in the original amount of \$485,000.00 with sixty (60) monthly principal and interest payments based on a fixed rate of 7.25% followed by one hundred eighty (180) monthly principal and interest payments based on a variable rate of Wall Street Journal Prime plus 1.00% and a floor of 6.75% with a scheduled maturity date of June 20, 2026. A six (6) month interest only period was added with a Change in Terms Agreement dated July 30, 2009.

DESCRIPTION OF COLLATERAL. The loan shall continue to be secured by a 1st position mortgage dated June 1, 2006 and recorded July 5, 2006, DOC ID #7351866 egainst property located 8261 Holbens Valley Road, New Tripoli, Weisenberg Township, Lehigh County, PA from Larry L and Cathleen R Wisser to Lender.

DESCRIPTION OF CHANGE IN TERMS. There will be three (3) months interest only payments followed by thirty three (33) monthly principal and interest payments at a fixed interest rate of 7,00% followed by one hundred fifty five (165) principal and interest payments at a variable interest rate of Wall Street Journal Prime Rate plus 1,50% with a floor of 7,00%.

PAYMENT. Borrower will pay this ioan in eccordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph; 3 monthly consecutive interest payments, beginning August 20, 2010, with interest calculated on the unpaid principal balances using an interest rate of 7.000% per annum based on a year of 360 days; 33 monthly consecutive principal and interest payments in the initial amount of \$3,708.32 and, beginning November 20, 2010, with interest calculated on the unpaid principal balances using an interest rate of 7.000% per annum based on a year of 360 days; 154 monthly consecutive principal and interest payments in the initial amount of \$3,763.57 each, beginning hased on a year of 360 days; 154 monthly consecutive principal and interest payments in the initial amount of \$3,763.57 each, beginning hased on a year of 360 days; and one will be street Journal Prime Rate (currently 3.250%), plus a margin of 1.500 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 7.000% per annum based on a year of 360 days; and one principal and interest payment of \$3,762.61 on June 20, 2026, with interest calculated on the unpaid principal balances using an interest rate based on the Wall Street Journal Prime Rate (currently 3.250%), plus a margin of 1.500 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 7.000% per annum based on a year of 360 days. This estimated final payment is based on the sesumption that all payments will be made exactly as scheduled and that the index does not change; the actual final payment will be for all principal and secrued interest not yet paid, together with any other unpaid amounts on this loan.

VARIABLE INTEREST RATE. The interest rate on this loan is subject to change from time to time based on changes in an independent index which is the Wall Street Journal Prime Rate (the "index"). The index is not necessarily the lowest rate charged by Lander on its loans. If the which is the Wall Street Journal Prime Rate (the "index"). The index is not necessarily the lowest rate charged by Lander on its loans. If the index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell index becomes unavailable during the term of this loan in the interest rate change will not occur more often than each month. Borrower burderestands that Lender may make loans based on other rates as well. The index currently is 3.250% per annum. The interest rate or rates to understands that Lender may make loans based on other rates as well. The index currently is 3.250% per annum. Notwithstanding be applied to the unpaid principal balance during this loan will be the rate or rates set forth herein in the "Payment" section. Notwithstanding be applied to the unpaid principal balance during this loan will be the rate or rates set forth herein in the "Payment" section. Notwithstanding any other provision of this Agreement, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the less payment date of the just-ending payment stream. NOTICE: Under no circumstances will the interest rate on this loan be less than of the less payment date of the just-ending payment stream. NOTICE: Under no circumstances will the interest rate on this loan be less than 7.000% per annum or more than (secept for any higher default rate shown below) the lesser of 18.000% per annum or the maximum rate 7.000% per annum or more than (secept for any higher default rate shown below) the lesser of 18.000% per annum or the maximum rate 7.000% per annum or more than (secept for any higher default rate shown below) the lesser of 18.000% per a

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable pardes all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement actions.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

PRIOR TO SIGNING THIS AGREEMENT, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

BORROWER:

Land Production Seal Seal

x Callona Rational Section Section

PROMISSORY NOTE (Continued)

Page 2

Lender demanding curs of such default: (1) curs the default within sixteen (16) days; or (2) if the curs requires more than sixteen (16) days; immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce completes as seen as reasonable and necessary steps sufficient to produce completes as seen as reasonable and necessary steps sufficient to produce completes as seen as reasonable.

LENDER'S RIGHTS. Upon default, Lender may, after giving such notices as required by applicable law, decises the entire unpaid principal balance under this Note and all secrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES: EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's ettorneys' fees and Lender's legal expanses, whother or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by

RIGHT OF SETOFF. To the extent permitted by applicable isw, Lander reserves a right of setoff in all Borrower's accounts with Lander (whether checking, savings, or some other account). This includes all secounts Borrower holds jointly with someone else and all accounts Borrower may does in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which satoff would be prohibited by law. Borrower authorities Lander, to the extent permitted by applicable law, to charge or satoff all sums owing on the indebtadness against any satisfy accounts. and all such accounts.

COLLATERAL. Borrower acknowledges this Note is secured by a first position Real Estate Collateral Mortgage dated Juna 1, 2006 and recorded against property located at 8281 Holbers Valley Road, New Tripoli, Weisenberg Township, Lehigh County, PA from Larry L. and Cathleen R. Wisser to Lender.

PROPERTY INSURANCE. Borrower understands that Borrower is required to obtain insurance for the collateral securing this Note. Further information concerning this requirement is set forth in the Mortgage and in the Agreement to Provide Insurance, all the terms and conditions of which are hereby incorporated and made a part of this Note.

INCORPORATION OF OTHER DOCUMENTS. All the terms, covenants and conditions contained in the Mortgage and in an any other agreement, including a construction loan egreement, or document securing or executed in connection with the indebtedness avidenced hereby (such other including a construction loan egreement, or document securing or executed in connection with the indebtedness avidenced hereby (such other including a construction loan egreement, or document securing or executed in connection with the indebtedness avidenced hereby (such other including a construction loan egreement, or document being harcinafter collectively called "Colleteral"), are incorprated herein by reference and are hereby made a part of this square and extent and with the same force and effect as if they were fully set forth herein. If Maker falls to keep, observe and provisions any of the terms, covenants and conditions contained in this Note, the Mortgage or in the Colleteral in accordance with the terms and provisions any of the terms, thereof. Bank may, in its discretion, but without any obligation or duty to so do and without waiving any default, perform any of such terms, thereof. Bank may, in its discretion, but without any obligation or duty to so do and without waiving any default, perform any of such terms, thereof. Bank may, in its discretion, but without any obligation or duty to so do and without waiving any default, perform any of such terms, thereof. Bank may, in its discretion, but without any obligation or duty to so do and without waiving any default, perform any of such terms, thereof. Bank may, in its discretion, but without any obligation or duty to so do and without waiving any default, perform any of such terms, thereof. Bank may, in its discretion but without waiving any default, perform any of the terms, thereof. Bank may are fully set for the collection of the same at a so and the collection of the same at a so and the collection of the same at a so and the collection of the same at a so and the collection of th

ADDITIONAL OBLIGATIONS, Borrower covenants and agrees with Lander that while this Agreement is in effect, Borrower shall not, whhout the prior written consent of Lander; (1) Except for trade debt incurred in the normal course of business and indebtedness to Lander contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lander, (4) incur any obligation as surety or guaranter other than in the ordinary course of business.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's hairs, personal representatives, successors and sasigns, and shall inute to the benefit of Lender and its successors and sasigns.

successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice of the notice of the control of the notice of the state of interest on the indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, valve, subordinate, of any indebtedness, including increases any security, with or without the substitution of new collateral; (d) apply such security agreements, or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or other guarantors on any terms or in any manner lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, quarantees or andorses this Note, to the extent silowed by law, waive presentent, demand for payment, and notice of dishonor. Upon any quarantees or andorses this Note, to the extent silowed by law, waive presentent, demand for payment, and notice of dishonor. Upon any length of time it terms of this Note, and unless otherwise expressly stated in writing, no party who si

the enforceability of any other provisions of this Note.

CONFESSION OF JUDGMENT. BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER AFTER A DEFAULT UNDER THIS NOTE AND WITH OR WITHOUT COMPLAINT FILED, CONFESS OR ENTER JUDGMENT FOR BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS NOTE AND ALL ACCRUED INTEREST, LATE CHARGES AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THIS NOTE, TOGETHER WITH COSTS OF SUIT, AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS NOTE OR A COPY OF THIS NOTE VERIFIED BY AFFIDAVIT SHALL NOT BE SUFFICIENT WARRANT. THE AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND A

PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS, EACH BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

This note is given under seal and it is intended that this note is and shall constitute and have the effect of a Sealed instrument according to law.

X Larry L Wisser

Case 20-14201-pmm Doc 100 Filed 06/29/21 Entered 06/29/21 13:56:27 Desc Main Document Page 18 of 42 This Is Jum Bachman account

JAMES CLARK ATTORNEY AT LAW

277 MILLWOOD ROAD LANCASTER, PA 17603

> (717) 464-4300 FAX (717) 464-0195

September 14, 2005

Larry L. and Cathleen R. Wisser 8149 Bausch Road New Tripolin PA 18066

Quarryville, PA 17566

Mortgages - Union National Community Bank and Farm Service Agency Re:

Dear Mr. and Mrs. Wisser:

Enclosed please find a copy of the Mortgage in the amount of \$200,000.00 with Farm Service Agency which was recorded in the Recorder of Deeds Office in and for Lehigh County on September 1, 2005. The original mortgage has been forwarded to Farm Service Agency. Also enclosed please find a copy of the Mortgage in the amount of \$255,000.00 with Union National Community Bank which was also recorded on September 1, 2005. The original mortgage has been forwarded to Union National. We are retaining copies of the Mortgages in our file.

If you have any questions, please do not hesitate to call me.

Sincerely,

Hope S. Glidden

Real Estate Paralegal

HCD2Schadel

155000 E ADVANCE This is which Simplified 33 30 parts (610 375 Lago-375 L36)

| JMM | Prepared By: MAIL Union National Community Bank 101 East Main Street Mount Joy, PA 17552 717-492-2222 When Recorded, Mail To: Union National Community Bank P.O. Box 627 Mount Joy, PA 17552 Dolynth holdout. | | | | | | |
|-------|---|--|--|--|--|--|--|
| | UPI # For Recorder's Use Only | | | | | | |
| 7. | Made this 27th of June, 2006 Name/s of MORTGAGOR/S: Larry L. Wisser and Cathleen R. Wisser 31051378-1 Name/s of MORTGAGEE/S: Union National Community Bank DATE of Mortgage: August 8, 2005 Original MORTGAGE DEBT: \$ 255,000.00 Mortgage RECORDED on September 1, 2005, in the Office of the Recorder of Deeds of Lehigh County, Pennsylvania, Doc Id: 7288351 Name/s of LAST ASSIGNEE/S: Last ASSIGNMENT RECORDED on 19 in the aforementioned Office of the Recorder of Deeds in Mortgage Book, Page 19 | | | | | | |
| | Brief DESCRIPTION or Statement of LOCATION of Mortgage Premises: Weisenberg Township, Lehigh County 8281 Holbens Valley Road, New Tripoli | | | | | | |
| | The undersigned hereby certify that the debt secured by the above-mentioned Mortgage has been fully paid or otherwise discharged and that upon the recording hereof said Mortgage shall be and is hereby fully and forever satisfied and discharged. | | | | | | |
| . 7 | IN WITNESS WHEREOF the undersigned executed this Satisfaction Piece on the 27th of June A.D. 2006. | | | | | | |
| a fin | BY: (SEAL) Ann S. Reinhold, Attorney-in-fact | | | | | | |
| | WITNESS PRESENT: | | | | | | |

This Document Recorded 10/38/2006 93:42PM Doc Code: SATP Let

ded Doc Id: 7376893 Receipt 8: 271393 Rec Fee: 38.50 Lehigh County, PA Recorder of Deeds Office



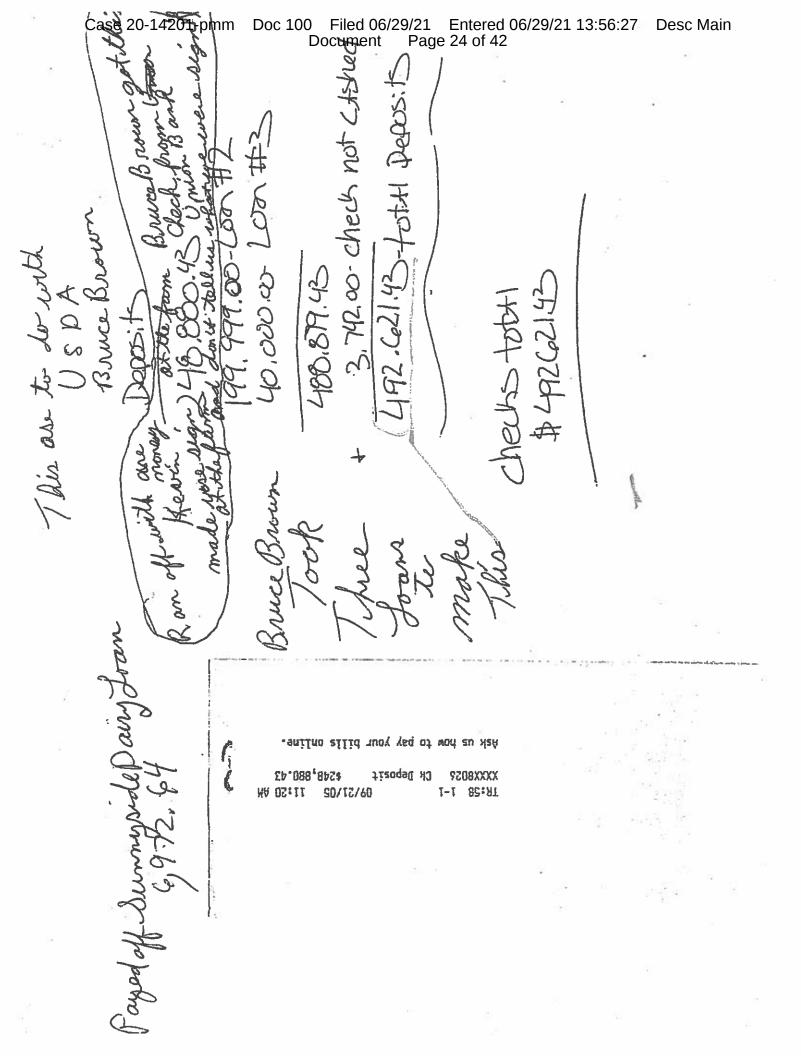
7376893 Page: 1 of 2

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Case 20-14201-pmm Doc 100 Entered 06/29/21 13:56:27 - Fedal Esquise Robert & John Umon Wateral Total Deposits of Much totalley 9492,621.43 6× 6-1-2006 took out 0465,000.00 Lora W/ Winon Wormal from your \$202,972,13 west into TA of Lementy Escret ascent at Union Notional for File as. to larget Cathless who descrite it in answar Bank (Jacobl) golf Chedry net. belance my 6-5-2006 www. 201,837.00 FSA - The Fair Scrower agency is an agency of the Dept of agreentime. They are suppresent to shep around for bunk seased from none bunk, ensures the bank account. Mile Geles - the strong fourtener (Wrommony) Jeff Bryk = gen alta (refuse to beles) be regertown



Case 20-14201-pmm Doc 100 Filed 06/29/21 Entered 06/29/21 13:56:27 Desc Main Document Page 25 of 42

LAW OFFICE OF

OBERT E. GOLDMAN LLC

THE CAPRI BUILDING 535 HAMILTON STREET, SUITE 302 ALLENTOWN, PA 18101

ROBERT E. GOLDMAN ADMITTED IN PA, NJ & FL

OFFICES

68 E. COURT STREET

DOYLESTOWN, PA 18901

TEL 610-841-3876 CELL 267-261-5282 FAX 215-933-6902 reg@bobgoldmanlaw.com www.bobgoldmanlaw.com

January 25, 2017

Sent Via U.S. Priority Mail Cathleen Wisser 8149 Bausch Road New Tripoli, PA 18066

Re:

Client File

Dear Cathleen:

As you know, we have expended a significant amount of time trying to put some order to the documents which detail the growing financial difficulties associated with your farming operation. The purpose of our efforts was to enable us to determine whether we are able to provide you with legal assistance beyond that which other attorneys have been reportedly, unsatisfactorily providing you over the past several years.

Unfortunately, following that review, we believe that while we do have the expertise which would be of assistance to you, it has become apparent that our schedule would not permit the expenditure of time your case obviously requires and deserves.

Accordingly, we are returning to you the file documents which you have presented for our review.

We are pleased to advise you that there will be no charge to you for the hours spent in our review and reorganization of these documents.

And finally, for your records, the bankruptcy lawyer we mentioned to you early on, should you need his assistance is Charles Laputka, and may be reached at (610) 477 – 0155.

It was a pleasure to make your acquaintance. Please continue to pursue what we believe to be a just, if not complex, cause which, under different circumstances, we would have been honored to undertake.

Respectfully,

Robert E. Goldman, Esquire

Enclosure: file

cc: Charles Laputka, Esquire

| Document Page 20 01 42 | |
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| 7909 USDA WISSER PROPERTY TITLE SEARCH SUMMARY Dutonly Following is the summany: | |
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| 7909 USDA WISSER PROPERTY TITLE SEARCH SUMMARY We received and reviewed the title search for the Wisser property in Lehigh County. 1. The property is owned by the Book 1465. | ولمو |
| We received and reviewed the title search for the Wisser property in Lehigh County. 1. The property is owned by Larnet. Book 1465, page 1000. | |
| the summary: the title search for the Wisser property in the title | |
| Book 1465 Poperty is owned by Low | |
| 1. The property is owned by Larry L. and Cathleen R. Wisser by deed filed at Deed 2. There are five mortgages on the property as fall. 2. There are five mortgages on the property as fall. 2. There are five mortgages on the property as fall. | |
| here are five mortgages on the second filed at Deed | |
| (ID) AUTONOM IAT O AAII " PIODETTY an East \ Y/U. a. / | |

There are five mortgages on the property as follows: We only sign one of the property as follows: With Ruth Miller United States of America, through the Farm Service Agency, USDA, in a. United States of America, inrough the Farm Service Agency, USDA, in School of the Alexander of America, through the Farm Service Agency, USDA, in Table 12/28/352 Berks County - \$200,000.00 dated 8/8/05, filed 9/1/05, at instrument No. 7288352.

c. Union National Community Bank - \$465,000.00 dated 6/1/06, filed 7/5/06, at instrument No. 7351866.

d. United States of America, through the Farm Service Agency, USDA -\$90,000.00 dated 10/29/08, filed 10/31/08, at instrument No. 7504476.

e. United States of America, through the Farm Service Agency, USDA, in Berks County - \$30,000.00 dated 7/2/10, filed 7/22/10, at instrument No. 2010023284.

The property is enrolled in Clean and Green and is enrolled in an Ad Securit

3. The property is enrolled in Clean and Green and is enrolled in an Ag Security

- 4. There is an Agricultural Conservation Easement to the County of Lehigh in Perpetuity that was dated 5/18/99, filed at Misc. Book 925, Page 74 (copy attached). As was done with Bleiler, you will need to talk to the Lehigh County Ag Preservation Board to have WHM's work added to the Plan through an Amendment to the Conservation Plan.
- 5. There is a Tax Claim filed by the Northwestern Lehigh School District in the amount of \$4,412.97 for non-payment of 2014/15 school taxes on the property at 8281
- 6. There is a judgment in the amount of \$98,082.00 filed against the Wisser's in regard to a mortgage on another property, filed 10/9/15.
- 7. There is another judgment in the amount of \$8,317 filed against the Wisser's in regard to a District Justice action filed against them by Penn Jersey Products, Inc.
- 8. There are 9 different Easements given to Metropolitan Edison Company. It is impossible to tell where the easements are located. As always, make sure you know where all the line are located.

| Document Page 27 of 42 | |
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DEC/20/2016/TUE 01:08 PM New Tripoli Bank

FAX No. 610-298-3197

P. 028

Last statement: September 22, 2005 This statement: September 27, 2005 Total days in statement period: 6

հահետհետհետհետհետև CATHLEEN R WISSER LARRY L WISSER 8149 BAUSCH RD NEW TRIPOLI PA 18066 Page 1 of 1 🦠 10018026

Direct inquiries to: 717 492-2222

Union National Community Bank PO Box 0567 Mount Joy PA 17552-0567

Free Checking

Account number Low balance Average balance Avg collected balance

\$248,880.43 \$213,326.00

0010018026

\$248,880_43

Beginning balance 248,880.43 Total additions Total subtractions

Ending balance

248,880.43

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CREDITS.

Description Date Deposit 09-21

Additions 248,880.43

DAILY BALANCES Amount Da44 248,880.43 09-21

Amount Date

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Amount

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DEC/18/2015/FRI 02:09 PM New Tripoli Bank

FAX No. 610-298-3197

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Case 20-14201-pmm Doc 100 Filed 06/29/21 Entered 06/29/21 13:56:27 Page 31 of 42 Document OMMUNITY BANK mail man said this DEC 0 7 2007 Baiks County FSI Erwars ai Last statement: November 28, 2007 This statement: December 05, 2007 Total days in statement period: 8 հուժ հեռուներ հեռուն հեռունում և հեռունե CATHLEEN R WISSER LARRY L WISSER USDA FARM SERVICE AGENCY 1238 COUNTY WELFARE RD SUITE 240 LEESPORT PA 19533-9710 Union National Gift Cards 1 Purchase one today and be ent. a 4-Day Carnival Cruise plus Roundtrip Airfare. Visit one of our 9 offices or www.uncb.com for more details. ** Closed Account - Final Statement ** Free Checking W/ No ATM Fees Account number 0010018026 Beginning balance Low balance Total additions \$0.00 Average balance \$871.58 Total subtractions 6,972.64 Avg collected balance \$871.00 Ending balance \$.00 3mount Number Date Amount Number Date Amount 554 11-29 6,972.64 **DAILY BALANCES** Date Amount Date Amount Date Amount 11-27 6,972.64 11-29 0.00 **OVERDRAFT/RETURN ITEM FEES** Return item fees for this statement period \$0.00 Return item fees for this calendar year \$0.00

\$0.00

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Overdraft fees for this statement period

Overdraft fees for this calendar year

Document Page 33 of 42

FAX COVER SHEET

| ТО | Cathleen Wisser | |
|------------|-------------------------|--|
| COMPANY | | |
| FAX NUMBER | 16107563483 | |
| FROM | MICHAEL P GILES | |
| DATE | 2018-06-11 17:02:17 GMT | |
| RE | USDA loans | |

COVER MESSAGE

Attached is the list of USDA loans, as I see them, based on the documents you have sent to me to date. It looks like there were five (5) original loans (\$150,000 on 11/10/04, \$200,000 8/5/05, \$40,000 on 12/21/06, \$90,000 on 10/29/08 and \$30,000 on 7/2/10) and the other eleven (11) loans were to refinance. If that is the case, then it is quite possible you did not receive any actual "cash" when some of these "refinance" loans were made. Let me know if you have any questions.

> LAW OFFICE OF MICHAEL P. GILES, ESQUIRE P.O. Box 6202

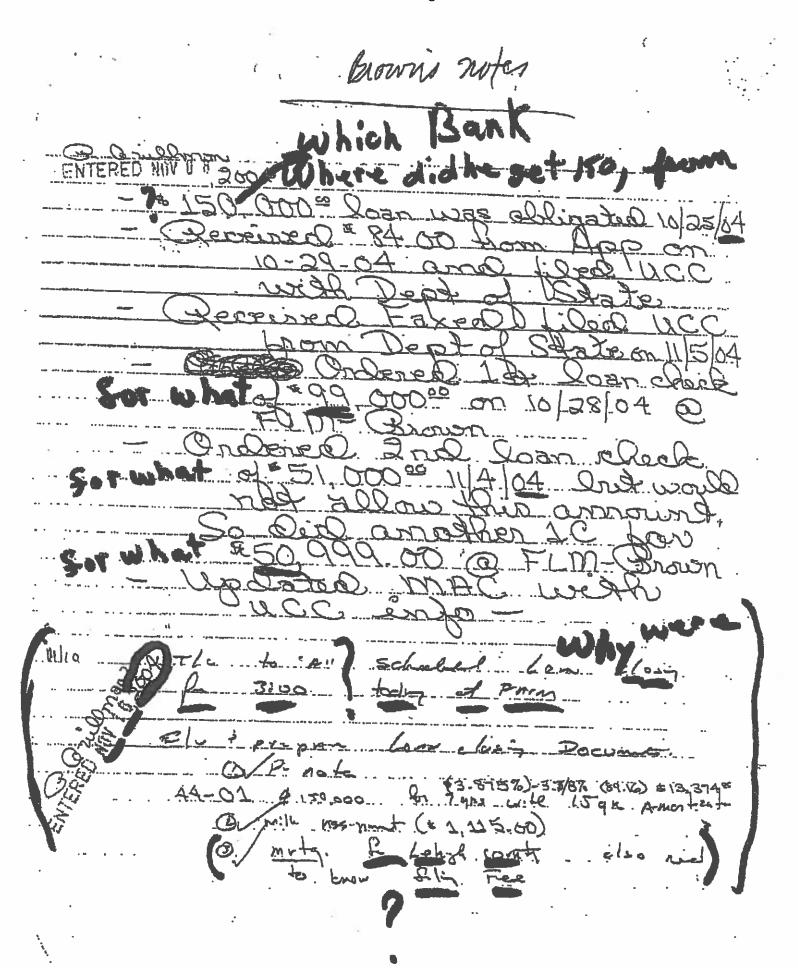
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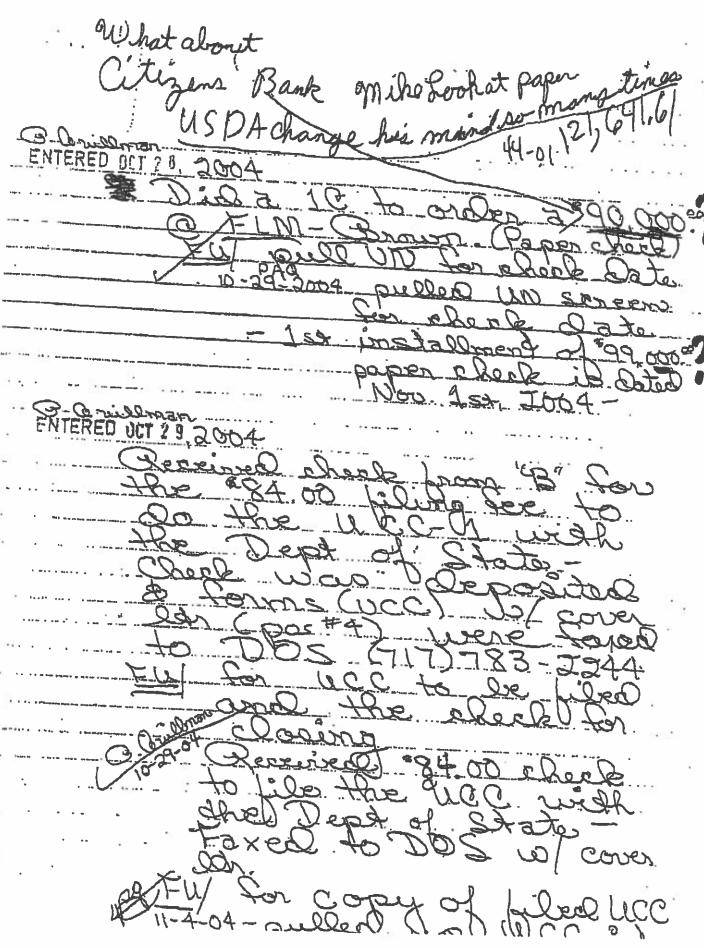
Direct Line: 610.373.1135 Fax: 610.903.4421

Email: mpglawyer@msn.com

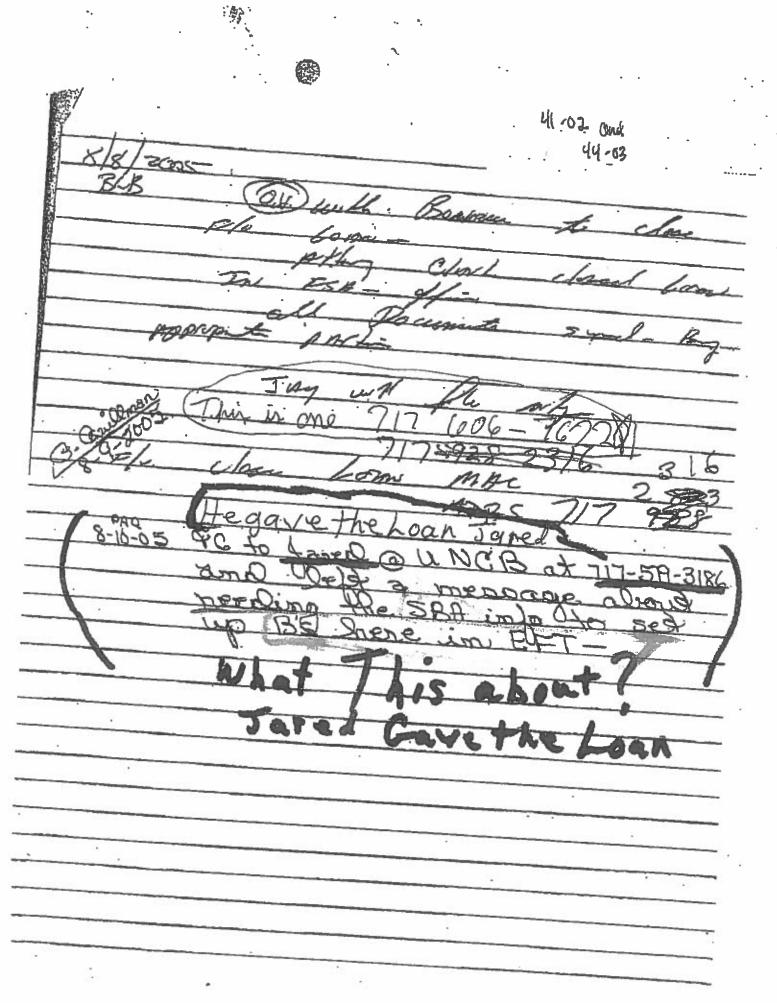
Document Page 34 of 42 USDA Walter AICHET FORFIUNESS berne 10 ermone There me outstanding became because Mondowy Precame perame original note aunt restructed and 1.25 % IZ 30 000,00 3.375% 1.25% 643.18 512.81 1.25% 48.48 1.25% Loans deferred 4.18.2018 3 m out 371.00

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Farm Production and Conservation Farm Service Agency 1238 County Welfare Road Suite 240

Leesport, PA 19533-9710 (610) 478-7158 Ext 2 (855) 822-1791 Fax

February 23, 2018

4-FLP, Exhibit 25.4

60-DAY ANNUAL INSTALLMENT AND PAYMENT DUE REMINDER LETTER

CATHLEEN R. WISSER LARRY L. WISSER 8149 BAUSCH RD **NEW TRIPOLI, PA 18066**

According to Farm Service Agency-(FSA) records, you have agreed to make annual installments on your loans. This is a reminder that you have loans with payments due within 60 days. If you have other loans with annual installments due on other dates, you will be notified by another letter as they come due.

The following loans have payments coming due:

| 1. Loan Number | 2. Loan Date | 3. Amount of Loan | 4, Installment Due Date | 5. Installment Amount | 6. Payment Amount Due |
|-------------------|-----------------|----------------------|-------------------------------|-----------------------------|-----------------------------|
| 44-12 | 4/18/2012 | \$23,774.94 | 4/18/2018 | \$2,693.00 | \$2,693.00 |
| 7. 41-13 4449 | 4/18/2012 | \$20,3357.96 | 4/18/2018 | \$12,288.00 | \$11,558.00 |
| 44-14 | 4/18/2012 | \$34,545.09 | 4/18/2018 | \$3,913.00 | \$3,913.00 |
| 44-15 | 4/18/2012 | \$121,641.61 | 4/18/2018 | \$13,777.00 | \$13,777.00 |
| 44-16 | 4/18/2012 | \$80,000.37 | 4/18/2018 | \$8,850.00 | \$4,359.00 |

NOTE: This reminder does not include any cost items that may have been incurred on your loans. Cost items are immediately due and payable.

Please continue to submit payments through your local FSA office. If your payment due has already been submitted through a payment or assignment, please disregard this notice. You may call I-888-518-4983 in order to check the current status of your account. For more information or if you have any questions, please contact USDA, Farm Service Agency at 1238 County Welfare Road, Suite 240, Leesport, PA 19533-9710 or call (610) 478-7158 ext. 2.

| 7A. Authorized Agency Official Name | 78 Signature | 7C. Title |
|-------------------------------------|--------------|-------------------|
| BRUCE K. BROWN | Fruit Dr | Farm Loan Manager |
| | | |

Notice to Customers Presenting Checks

When you provide a check as payment, you authorize us either to use information from your check to make a onetime electronic fund transfer from your account or to process the payment as a check transaction. For inquiries, please contact your local office.

Privacy Act - A privacy Act statement required by 5 U.S.C. §552a (e) (3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information, is available from our internet site at (http://www.fms.treas.gov/otcnet/index/html), or call toll free at (1-866-945-7920) to obtain a copy by mail. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method.



Farm and Foreign Agricultural Services Farm Service Agency 1238 County Welfare Road Suite 240 Leesport, PA 19533-9710 (610) 478-7158/Ext# 2 (610) 371-8640 Fax

CATHLEEN WISSER LARRY WISSER 8149 BAUSCH RD NEW TRIPOLI, PA 18066

July 31, 2013 RD Form Letter 1951-C1 Sent by Certified Mail

Notice of Intent to Collect by Administrative Offset

Dear MRS. & MR. WISSER:

The United States Department of Agriculture (USDA), Farm Service Agency (FSA) will use administrative offset to collect a debt owed by you to Farm Service Agency. This notice advises you of your rights concerning administrative offset as given by the Debt Collection Act, 31 USC 3716; the Federal Claims Collection Standards, 4 CFR 101-105; and the USDA administrative offset regulations at 7 CFR part 3, subpart B. Your delinquent debt has been referred to the United States Department of Treasury, Treasury Offset Program, as well as to your local consumer credit reporting bureau, in accordance with the requirements of the Debt Collection Improvement Act of 1996.

Farm Service Agency intends to take any future payment that you are to receive from your participation in any Federal program or contract. We intend to begin administrative offset 30 days after this notice has been delivered to you. These payments will be applied to your delinquent debt in such amount required to bring your account current.

The loans for which payment is past due are as follows:

Loan No.

Note Date 04/18/2007 Note Amount \$80,000.37

nt Ue mot ford interest Hate 1.250%

Amount Due \$371.00

The amount due will increase as interest accrues at the annual rate indicated above. Also, the debt and the amount required to bring the account current may increase as penalties or fees are charged to your account and subsequent installments become due. The amount to be offset will also include any payments to other entities equal to your pro rata share in the entities if FSA has a legally enforceable right under state law or otherwise to pursue entity payments.

You have the right to review Agency records, to make other arrangements for repaying your debt, and to obtain an Agency review of the basis for the Agency's decision to take administrative offsets, and to request an appeal of this notice to the National Appeals Division:

Access to Agency Records of the Debt: You may inspect and copy your Agency file regarding this debt. If you wish to review your Agency file regarding this debt, you must notify this office in writing within 20 days from the date of delivery of this notice. In response, we will notify you regarding a time and place for your review. If you desire copies of any documents, one copy will be provided at our expense.

Opportunity to Propose a Repayment Agreement: At any time within 20 days of the date of delivery of this notice, you may present a written agreement to repay the debt as an alternative to administrative offset. Your proposed repayment agreement must document your ability to pay your account current within a short period of time. In the case of a debt to the Farm Service Agency, Forms FSA 2037 and 2038 are attached for your convenience and must be submitted with your proposal. A written repayment plan for bringing the account current may

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